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ABSTRACT

The collective bargaining agreement between Southern Oregon State College and the Southern Oregon State College Association of Professors, an affiliate of the National Education Association, covering the period November 27, 1985-June 30, 1987, is presented. Items covered in the agreement include: unit recognition, association security, management rights, faculty governance, strikes, duties of department chairpersons, professional development of faculty members, appointments and evaluation of faculty, retrenchment, development of the college plan of reductions and eliminations, termination procedures, furlough status, salaries and fringe benefits, merit pay, differential salary improvements, procedures for determining less than fully satisfactory service, tenure relinquishment, academic regalia, nondiscrimination, grievance procedure and arbitration, faculty-administration relationships, and working conditions. (SW)

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COLLECTIVE BARGAINING AGREEMENT

between

ASSOCIATION OF PROFESSORS

SOUTHERN OREGON STATE COLLEGE

and

SOUTHERN OREGON STATE COLLEGE

November 27, 1985 through June 30, 1987

HE020069

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Article 1. PREAMBLE

Section A. This Agreement entered into as of the 27th day of November, 1985 is between the State of Oregon, acting by and through the State Board of Higher Education as defined by ORS 351.010 and ORS 351.070 on behalf of Southern Oregon State College (hereinafter called the College) and the Association of Professors, Southern Oregon State College (hereinafter called the Association or APSOSC), as the exclusive bargaining agent for the faculty members described in Article 2 (Recognition).

Section B. The basic functions of instruction, research, community and professional service at Southern Oregon State College are performed by a community of men and women who are members of a profession dedicated to the advancement of learning, instruction, scholarship and service, and it is therefore fitting that they share in the formulation of plans and policies which affect their professional activities.

Section C. The teacher is entitled to freedom in the classroom in discussing the subject of the course, but should be careful not to introduce, repeatedly or deliberately, matter into teaching which has no relation to the subject.

Section D. Without imposing any financial burden or other obligation on the College to sponsor or publish, the teacher is entitled to full freedom of research and publication.

Section E. The college teacher is a citizen, a member of a learned profession, and a professional educator. When speaking or writing as a citizen, the member should be free from institutional censorship or discipline. In the exercise of this freedom of expression, and as a person of learning and a professional educator, the member should remember that the public will judge the profession and the institution by the member's utterances and actions. A member should at all times strive to be accurate, should exercise appropriate restraint, show respect for the opinions of others, and should make every effort to indicate that the member is not an institutional spokesperson.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

Article 2. DEFINITIONS

Section A. As used in this Agreement and except as its context may otherwise require:

1. "OSBHE" and "Board" means the Oregon State Board of Higher Education and its agents.

2. The "Association" and "APSOSC" means the Association of Professors at Southern Oregon State College.

4. "College Campus" means the campus of Southern Oregon State College, located in Ashland, Oregon.

5. "SOSC" or "College" means Southern Oregon State College, an institution in the Oregon State System of Higher Education.

6. "ERB" means the Employment Relations Board of the State of Oregon.

7. "Unit" or "Bargaining Unit" means the employes, collectively, included in the bargaining unit as defined in Article 2 (Recognition).

8. "Department" means an academic department and the Library within Southern Oregon State College of the Oregon State System of Higher Education.

9. "Agreement" means all of the definitions, provisions and terms agreed to by the two parties, as set forth in this contract.

10. "OSSHE" means the Oregon State system of Higher Education.

11. "ASSOSC" means the Associated Students, Southern Oregon State College.

Article 3. RECOGNITION

Section A. The Association of Professors at Southern Oregon State College is recognized and shall serve as exclusive bargaining representative of all employes in the bargaining unit as hereinafter described except those who are or hereafter may be excluded in accordance with the rules of the Employment Relations Board or by agreement of both parties.

Section B. The bargaining unit shall consist of all persons who hold appointments at Southern Oregon State College with the rank of professor, associate professor, assistant professor, or instructor, and whose employment during the nine-month academic year is at least .50 full-time equivalent (persons must be at least half-time employes) and who spend at least seventy-five percent (75%) of that employed time in college level teaching and/or research activities including employes with the title department chair. For the purposes of this description, the activities of library personnel holding academic rank are considered to be teaching and/or research. Persons whose positions are contracted solely through the SOSC Office of Continuing Education are excluded.

Section C. Without determining whether the positions fall within the descriptions of Section B of the Article, and for the purpose of clarity, the incumbents appointed by the College to the following positions are specifically excluded from the bargaining unit:

1. President
2. Assistant to the President
3. Secretary to the President
4. Dean, Associate Dean, and Assistant Dean
5. Director, Associate Director, and Assistant Director
6. School Director
7. Business Manager

8. College Physician
9. Registrar, Assistant Registrar

Section D. Recognition. The President of the Association may obtain a current list of members in the unit from the Dean of Academic Affairs by written request. Such list will be provided within ten (10) working days of the request. The Dean of Academic Affairs will provide the Association with a current list of members during the fall term of each academic year and will notify the President of the Association in writing when an appointment will remove a person from the bargaining unit or add a person to the bargaining unit, within twenty (20) working days.

Section E. Notwithstanding the provisions of ORS 243.692, in the event a system-wide bargaining unit for faculty is determined to be appropriate by the Legislature or a court, then this Agreement shall not serve as a bar to the inclusion of bargaining unit members covered by this Agreement in such a system-wide unit. Southern Oregon State College unit members shall be eligible to vote in such a system-wide representation election and, should a bargaining agent be selected, shall participate in collective bargaining on a system-wide agreement. Should no such system-wide bargaining agent be selected, the legal status of the Association and this Agreement shall not be affected. This Agreement between the College and the Association shall be superseded by a system-wide agreement, should one be reached, upon the effective date of the latter.

Article 4. ASSOCIATION SECURITY

Section A. Dues Deduction. Upon written request, on a form to be provided by the College, members of the Association may have regular monthly dues deducted from their paychecks. Such deduction will continue until the College has been notified in writing, by the member, that the deduction is to be terminated. The College will, in the month following the deduction, pay to the Treasurer of the Association the total amount so deducted accompanied by a listing identifying the members for whom the deductions are being paid.

Section B. Fair Share. The Association may hold a secret mail ballot election among members of the bargaining unit to determine if a majority of members wish to institute a fair share provision as a part of this Agreement. The Association shall certify the results of the election to the College. If the result is affirmative, the College shall deduct from the salary of each person in the bargaining unit who is not a member of APSOSC an amount equal to one hundred percent (100%) of the regular dues of APSOSC, such an amount having been agreed upon as the reasonable cost of the Association for negotiations and contract administration on behalf of those who are not members of the Association.

Such deductions shall be made in the manner in Section A of this Article.

Rights of nonassociation of employes based on religious tenets or conscience shall be protected. Such employe shall pay the fair share amount to a nonreligious charity in accordance with the applicable procedures in ORS 243.666.

Section C. Reduction of Duties. Up to six (6) members of the Association

negotiating team shall be released from all assignments other than the teaching of the regular instructional load, advising students, and keeping required office hours one (1) month prior to negotiations and during the period of active contract negotiations.

Section D. Association Communications and Use of Facilities.

1. The College will designate bulletin board space for the use of the Association in each of the major academic buildings on the SOSC campus for use by the Association in communicating with employes in the unit.

2. The Association shall be allowed the use of the facilities of the College for meetings, through standard scheduling procedures when such facilities are available and the meetings would not conflict with the business of the College.

3. The Association shall have reasonable access to existing College telephone service, its intracampus mail distributing facilities, its spirit duplicating, copying, computing and word processing facilities, as well as media equipment. The Association shall reimburse the College for its use of supplies, services, photocopying, postage, long distance telephone charges, computing and word processing services at rates customarily charged by the College to its affiliated organizations.

4. The College will make available to the Association an office in a convenient location, furnished and serviced commensurate with those of faculty generally. The Association will reimburse the College for its utilities and janitorial costs at the standard rate as calculated annually.

Section E. Non-Jeopardy. The College and the Association recognize the right of each member of the bargaining unit to join or refrain from joining the Association, and neither the College nor the Association will discriminate against any employe because of membership or nonmembership in the Association.

Article 5. MANAGEMENT RIGHTS

Except as abridged by this Agreement, the College retains and reserves to itself all rights, powers, duties, authority, and responsibilities conferred on and vested in it by the laws of the State of Oregon and the Administrative Rules of the Oregon State Board of Higher Education.

Without limiting the generality of the foregoing, as used herein the rights of management include but are not limited to the right to: administer the College; in consultation with the departments, schedule class hours and establish or modify class schedules; institute procedural changes which are not inconsistent with this Agreement; direct the faculty and staff, including the right to hire, promote, demote, transfer, suspend, discipline or discharge any employe; and determine the physical location of departments, schools, and activities.

Other rights include but are not limited to the right to determine financial policy, including accounting procedures and reports; determine the administrative organization of the College including determining the necessary number of administrative and supervisory personnel and prescribing their duties

and responsibilities; determine the size and characteristics of the faculty; determine the allocation and assignment of work to faculty members, including off-campus assignments which are not inconsistent with this Agreement; determine the control and use of College buildings, property, materials, and equipment; and determine health, safety, and property protective measures and procedures.

Additional examples of management rights include but are not limited to the right to obtain detailed supporting documentation from those making recommendations to school directors, deans, and the President for appointments, promotions, and awards of indefinite tenure; in consultation with the faculty, develop and implement a system of faculty evaluations, including specific provisions for student participation, determine degree programs, course offerings, and degree requirements; and determine ancillary services to be rendered by the College.

Article 6. FACULTY GOVERNANCE

It is agreed that the Constitution and Bylaws of the Southern Oregon State College faculty shall remain in existence for the duration of this Agreement. Proposed changes in the Constitution and Bylaws shall continue to be subject to the approval or veto of the College President and shall not be subject to further negotiations. However, any alleged misapplication or misinterpretation of the Constitution or its Bylaws or of this Article shall not be made subject to the grievance and arbitration provision as contained in Article 16 (Grievance Procedure and Arbitration) of this Agreement.

Article 7. STRIKES

The Association, on behalf of its officers, agents, affiliates, and members agrees not to participate in or sanction any strike, slowdown, walkout, refusal to report to work, mass absenteeism, or other interruptions of work or picketing during the term of this Agreement or during negotiations for a successor Agreement. In the event of a violation of this Article, the Association, upon the request of the College, shall immediately use its best effort to effect the return to normal work routine of the involved employee. The College's request of the Association shall not in any way be a limitation of the College's right to any other remedy to which by law or equity it is entitled for such violation(s), including damage action and disciplinary action such as loss of pay, suspension, or discharge. The College for its part agrees not to lock out members of the unit during the term of this Agreement or during negotiations for a successor Agreement.

Article 8. DEPARTMENTAL CHAIRPERSONS: DUTIES

The duties of the departmental chairperson are generally limited to coordination and implementation of departmental decisions, and responding to administrative direction. Such duties include but are not limited to:

1. Initiating or responding to requests for department recommendations to school directors (or other administrative officers designated by the President) on such matters as salary adjustments, appointments of new

faculty, promotion, tenure, terminations, budget requirements, course scheduling, teaching assignments, etc.

2. Acting as liaison between the department and administrative officers on curricular and other academic matters.

3. Generally acting as coordinator and communicator of departmental activities.

Recognizing that certain duties other than teaching may bring entitlement to released time, the President will, after study and consultation, grant appropriate released time to chairpersons. Such released time shall be in accordance with past practices.

Article 9. PROFESSIONAL DEVELOPMENT OF FACULTY MEMBERS.

The College recognizes that it shares with its faculty the responsibility for the development and improvement of faculty performance. The College and the Association support the principle of continuing professional development of faculty and the improvement of instruction.

Section A. Professional Development. The College will allocate $20,000 for 1985-86 and $20,000 for 1986-87 for the purpose of professional development. Priority shall be given to those recommendations relating to course revision, improvement of teaching methodology and skills, updating faculty in their disciplinary fields, retaining faculty for new assignments, providing instructional resource materials and consultation, developing interdisciplinary courses, and promoting activity by faculty in professional organizations. The funds shall be distributed by the President upon recommendation of the Faculty Development Committee.

Section B. Research. The College will allocate $2,500 for 1985-86 and $2,500 for 1986-87 for expenses associated with faculty research. A report of the expenditures shall be presented to the APSOSC President before July 31 of each year.

Section C. Travel to Professional Meetings. The College's allocation for travel support of members to out-of-state professional meetings will be $10,975 for 1985-86 and $10,975 for 1986-87. There will be separate accounting for these expenditures. A report of the expenditures shall be presented to the APSOSC President July 31 of each year.

The allocation and management of these funds shall be in accordance with the following guidelines:

1. Of the $10,975 provided for 1985-86, $7,000 shall be distributed among the departments on the basis of the ratio that members' FTE in each department bears to the total of members' FTE in the College. Funds allocated in this subsection may be used to support travel for faculty either attending or participating in a professional meeting. Allocation of funds from this subsection to individual faculty members shall be subject to departmental procedures regarding eligibility, amount, and priority. The remaining $3,975 shall be administered by the College following established procedures for the specific purpose of supporting travel and per diem expenses of

members who can show evidence of being participants in (presenting a paper, participating on a panel, etc.) as distinguished from merely attending a professional meeting. Members eligible for funds from this subsection may request them in addition to or in lieu of funds provided by section 1 of this Section. There shall be no requirement that funds from this subsection be distributed equally among departments.

2. Of the $10,975 provided for 1986-87, $7,975 shall be distributed among the departments on the basis of the ratio that members' FTE in each department bears to the total of members' FTE in the College. Funds allocated in this subsection may be used to support travel for faculty either attending or participating in a professional meeting. Allocation of funds from this subsection to individual faculty members shall be subject to departmental procedures regarding eligibility, amount, and priority. The remaining $3,000 shall be administered by the College following established procedures for the specific purpose of supporting travel and per diem expenses of members who can show evidence of being participants in (presenting a paper, participating on a panel, etc.) as distinguished from merely attending a professional meeting. Members eligible for funds from this subsection may request them in addition to or in lieu of funds provided by section 1 of this Section. There shall be no requirement that funds from this subsection be distributed equally among departments.

Article 10. APPOINTMENTS AND EVALUATION OF FACULTY

Section A. Initial Appointments. Initial appointments to the full-time faculty at Southern Oregon State College shall be by one-year, fixed-term appointments, renewable up to five (5) years beyond the first appointment. Appointments will be made upon the recommendation of the department and the school, and at the discretion of the President. This period of continuous employment on six (6) one-year, fixed-term appointments in a single department shall be regarded as the probationary period of employment. Any exception to the single department requirement shall be by agreement among the individual, department, school director, Dean of Academic Affairs, and President, and set down in writing. For the purpose of determining the probationary period or notice in Section B, paragraph 5, only contracts for full academic or fiscal years shall be counted.

Section B. Faculty on One-Year, Fixed-Term Appointments.

1. All faculty on one-year, fixed-term appointments shall be evaluated each year by the department chair in consultation with the Department Personnel Committee. The report of the evaluation, carrying the signature of the department chair and the faculty member, is to be forwarded through the school director and the Dean of Academic Affairs to the office of the President not later than March 1 in the first year of employment and not later than January 15 in subsequent years. The report shall be accompanied by a recommendation on reappointment.

2. During the fifth year of consecutive, full-time service in a single department, a colleague evaluation shall be completed for the faculty member.

3. During the fifth year of consecutive, full-time service in a single

department, the faculty member may apply for an appointment on a three-year, extendable contract provided that a colleague evaluation has been completed by December 15. During the sixth year of consecutive, full-time service in a single department, the faculty member must be reviewed for appointment on a three-year, extendable contract. For the purposes of this Agreement, the three-year, extendable contract shall be defined as a contract which permits, following the first year of the contract term, the term of the contract to be extended an additional year if required conditions have been met, leaving the faculty member at the beginning of each year with a contract having a three-year term.

4. The review precedent to initial appointment on a three-year, extendable contract will follow the procedure and criteria outlined for tenure review since such appointments will serve as an alternative to appointment on indefinite tenure. Should the faculty member be denied placement on a three-year, extendable contract during the sixth year of consecutive, full-time service in a single department, that faculty member must be placed on a one-year, terminal contract for the seventh year. In exceptional cases, after the written recommendation of the department and with the concurrence of the President and the faculty member, the faculty member may be continued on one-year, renewable contracts or on a three-year, fixed-term contract which specifies both the length and purpose of the exceptional period. In no case may the faculty member be continued beyond ten years of consecutive, full-time service on fixed-term contracts, except as provided in "6" below. The faculty member may not be placed on a three-year, extendable contract without specific action by the administration.

5. When teaching faculty on renewable, fixed-term appointments will not be offered a new contract, notice will be given as follows:

   a. on or before March 15 in the first two years of continuous, full-time service;
   b. on or before December 15 in the third and fourth years of continuous, full-time service;
   c. on or before June 15 thereafter while in continuous, full-time service, to provide twelve (12) months of notice.

6. Notwithstanding the above, athletic coaches will be hired on fixed-term appointments for one, two or three years which may be renewed indefinitely.

   a. Coaches may apply for a three-year extendable appointment or indefinite tenure within a teaching department, as any other faculty member, if:

      (1) a need for the position in the teaching department can be projected for the foreseeable future,

      (2) the coach meets fully the requirements for such an appointment within the discipline including possession of the appropriate terminal degree,

      (3) the application is submitted for review at the appropriate time through the normal channels within and beyond that teaching department and receives the approval of the President of the College,

(4) and, when an application is for indefinite tenure, a tenure position is available within that teaching department at the time of the application.

b. Coaches on fixed-term appointments in the first or second year of full-time continuous service will be notified three (3) months prior to the close of the current contract if the contract will not be renewed; thereafter six (6) months prior to the close of the current contract.

c. Faculty members hired as athletic coaches may assume full-time duties within an instructional department, thus dropping the coaching assignment, only if the faculty member holds a three-year extendable appointment or indefinite tenure within the department and only with the written approval of the President of the College who retains the right to assign loads to faculty.

7. Nonrenewal of fixed-term contracts is a nondisciplinary personnel action and does not require the specification of cause.

Section C. Faculty on Three-Year, Extendable Contracts. A faculty member approved for appointment on a three-year, extendable contract will have the contract extended except when administrative action is taken:

1. When a colleague evaluation concludes in a finding of deficiencies which prevent meeting the minimal expectations for one in the faculty member's rank or current assignment, or

2. When it is determined that faculty member should be terminated for cause in accordance with the Oregon State Board of Higher Education Administrative Rules (580-21-320 to 580-21-385), or

3. When it is determined a faculty member should be given timely notice in accordance with Article II (Retrenchment), or

4. When the President, after appropriate consultation, without being arbitrary or capricious, determines that the contract should not be extended.

When a colleague evaluation results in a finding of deficiencies (see "1" above), or when the President, after appropriate consultation and without being arbitrary or capricious, determines that the contract should not be extended (see "4" above), the faculty member will be continued for the remaining two (2) years of the contract after which the relationship between the institution and the faculty member will terminate. At any time during the terminal two-year period, the faculty member may be returned to a three-year, extendable contract by administrative review and administrative action which may be initiated should: (a) the deficiencies found in the colleague evaluation be remedied as verified through appropriate review by the cognizant personnel committees and administrators; or (b) the President, without being arbitrary or capricious, determines that a return to such contractual relationship is appropriate.

Section D. Colleague Evaluation. All faculty, including those on three-year, extendable contracts and indefinite tenure, must undergo colleague evaluation at least once every five (5) years.

Section E. Transfers.

1. Faculty members who are currently on annual tenure or indefinite tenure appointments may apply in April, coincident with the tenure review date, for transfer to a three-year, extendable contract through the Department Personnel Committee, the department chair, the School Personnel committee, the school director, the Faculty Personnel Committee, and the Dean of Academic Affairs. Final action shall be at the discretion of the President. Those on tenure track appointments may apply for transfer to three-year, extendable contracts in the fifth or subsequent year of consecutive, full-time service in a single department but only after having a completed colleague evaluation.

2. Faculty members who are currently on fixed-term or extendable contracts may apply for available tenure positions as follows:

   a. In January of each year, the Dean of Academic Affairs shall determine the number of faculty in the bargaining unit tenured in each school. The percentage of faculty in the bargaining unit on indefinite tenure at the College should be maintained at the present goal of approximately sixty-seven percent (67%), provided qualified candidates are available and should not exceed seventy-five percent (75%) in any one school. Positions may be transferred to the tenure track when a need for the position within the school can be projected by the school director and the Dean of Academic Affairs for no less than six (6) additional years based upon the six-year plan for the school and when such a transfer would not result in an unacceptably high percentage of tenured faculty within the school. The Dean shall make a recommendation to the President, who shall determine and announce the number of positions within each school which are available for transfer to tenured status, if any. Under no circumstances will any tenured member be terminated for the purpose of achieving the percentages in this paragraph.

   b. When the President declares that a tenure position is available in a school, the school director shall review with the School Personnel Committee each of the disciplinary units and departments within the school in terms of the tenure status of the faculty and the current and projected needs for faculty as in the six-year plans for each unit. With the advice of the School Personnel Committee, the school director shall announce the units from which applications will be accepted for transfer to tenure status. The announcement shall be made on or before March 1.

Teaching faculty members currently on fixed-term or extendable contracts and who are in the fifth or subsequent year of consecutive, full-time service in a single department and who have a completed colleague evaluation may apply in April for transfer to an available tenure position under the same procedures and criteria which pertain to regular tenure reviews. The transfer application may be (1) approved; (2) deferred for one (1) year only; (3) returned without prejudice and the member placed on a three-year extendable contract after which the member may apply for transfer to tenure in a subsequent year; or (4) rejected, in which case the faculty member shall be issued a one-year terminal contract or a terminal contract for the period remaining from the current

extendable contract. Final action shall be at the discretion of the President. In exceptional cases, after the written recommendation of the department and with the concurrence of the President and the faculty member, the faculty member may be continued on one-year, renewable contracts or a three-year, fixed-term contract which specifies both the length and purpose of the exceptional period. In no case may the faculty member be continued beyond ten (10) years of consecutive, full-time service on fixed-term contracts, except as provided in Section B, 5 above.

Section F. Academic Freedom. All faculty shall have guaranteed the rights of academic freedom as defined in OAR 580-22-005.

Article II. RETRENCHMENT

Section A. "Departments." In this article "department" shall refer to an instructional area represented by a course prefix, a department, a school or an administrative unit or function and shall be considered synonymous with "program" as used in OAR 580-21-300 through 390. For the purpose of this Article only, the subdivisions within the School of Business shall be considered "departments"; the Library shall also be considered as a "department."

Section B. Normal On Going Procedures. Traditionally, the College has been required to adjust staffing and budgets for departments in response to changes in allocations, enrollment, curricula, educational programs, mission, state and federal regulations. Normally, and historically, these staffing adjustments are accomplished by attrition, reassignment of faculty members within the College and nonrenewal of fixed-term appointments. The provisions of this article do not apply to this ongoing and necessary practice nor to the adjustments of departmental budgets for other than faculty compensation.

Section C. General Provisions.

1. The President of the College may declare a condition of financial exigency or a condition requiring reduction and/or elimination of a department after fulfilling the requirements of OAR 580-21-315 and this Article. The College's Division of Continuing Education and Summer Session are considered to be separate entities for purposes of financial exigency.

2. A condition of financial exigency may be declared if the President finds that the current or projected budget of the College has insufficient funds to do all of the following:

   a. maintain all essential programs and services;

   b. finance the full compensation of all faculty on tenure or three-year extendable contracts until the end of the period of appointment;

   c. finance the full compensation of all faculty on fixed-term appointments until the end of the period of appointment;

   d. finance the full compensation of all other employes until the end of the period of appointment and any required notice of nonrenewal.

3. A condition requiring reduction and/or elimination of a department (which shall mean a reduction and/or elimination requiring the termination of faculty members by other than the practices outlined in Section B above) may be declared if the President finds that a failure to reduce or reallocate budges would result in an impairment of function, including the academic programs.

4. Recognizing the requirements of OAR 580-21-315 for prior consultation with the Chancellor and the Board, the parties agree that factual disputes regarding the existence of a condition of financial exigency or a condition requiring reduction and/or elimination of a department shall not be subject to the grievance or arbitration provisions of Article 17.

Section D. Presidential Declaration

1. Before declaring a condition of financial exigency or a condition requiring reduction an/or elimination of a department, the President shall announce the need for a declaration and present an analysis of the financial condition of the College to the Association and such other persons, groups or committees as the President deems appropriate.

2. The President will set a time by which comments and recommendations will be due to the President, which time will be at least fifteen (15) calendar days following the announcement of the budget analysis unless the President states circumstances compelling an earlier time.

3. Having received such comments and recommendations as the Association chooses to provide within the specified time, the President may declare a state of financial exigency or a condition requiring reduction and/or elimination of department.

Section E. Development of the College Plan of Reductions and Eliminations.

1. Following the declaration, the President will develop a provisional plan with consideration of the following:

   a. institutional guidelines and mission;

   b. departmental quality, effectiveness, productivity and state of development;

   c. enrollment patterns--historical, current, and projected;

   d. dependence of other departments upon department proposed for reduction and/or elimination;

   e. availability of similar programs and services elsewhere within "OSSHE";

   f. balance between academic programs and other services.

2. The provisional plan will list the proposed reductions and/or eliminations by department while not indicating the precise means of implementation.

3. The provisional plan will include the time by which comments must be

submitted, which time will be at least fifteen (15) calendar days following the announcement of the provisional plan unless the President states circumstances compelling an earlier time. Thus, opportunity will be provided for the Association and such other groups as the President may deem appropriate to comment on the provisional plan.

4. During the same period, the President will require affected departments to recommend the specific means or alternatives by which the reductions and/or eliminations would be implemented, were the provisional plan adopted, which recommendations will be reviewed by appropriate administrative staff as designated by the President.

5. Having received such comments as may be provided by the specified time and the recommendations of the departments, the College Plan of Reductions and Eliminations will be developed. The President will announce the Plan which will include the reductions and/or eliminations within each department and the manner in which the reductions and/or eliminations will be implemented.

6. If the Plan includes the termination of faculty members, the Plan will ensure (1) primary consideration be given to the ability of the continuing faculty to meet the needs of the reduced program within the department and College following the implementation of the reductions and/or elimination, (2) compliance with the Affirmative Action Plan of the College. In addition, the Plan shall consider type of appointment, beginning terminations with (1) faculty on fixed-term contracts without the appropriate terminal degree, then (2) other faculty on fixed-term contracts, and then (3) faculty on tenure or faculty on three-year extendable contracts. Termination shall be in inverse order of seniority, by academic year length of service in the department which has been identified for reduction and/or elimination, unless an exception to the order of seniority is necessary to assure that the qualifications of the remaining faculty meet the continuing requirements of the department. Within each category, and when the needs of a program or department can be met by two or more members whose qualifications are essentially equal, members with the fewest academic years of service shall be terminated first.

Section F. Termination Procedures

1. When a faculty member has been identified for termination within the Plan, the College will take the following actions:

   a. For faculty on fixed-term appointments, the College will provide the faculty member with notice prior to termination: three (3) months if in the first two years of continuous employment; six (6) months if in the third or fourth years of continuous employment; twelve (12) months if in the fifth or subsequent year of continuous employment.

   b. For faculty on indefinite tenure or three-year extendable contracts, the College will provide notice twelve (12) months prior to termination, may offer employment in any vacant instructional or noninstructional position for which the faculty member is deemed fully qualified by the College, may offer assistance in seeking employment outside the College, and may offer the faculty member furlough status (see "2" below) for two (2) calendar years from the date of termination.

c. Under a declaration of financial exigency, the requirement of notice prior to termination is waived for all categories of faculty, though the College may provide such notice (up to that specified in "a" and "b" above) as is deemed possible by the President given the circumstances requiring the declaration.

2. Furlough Status

a. The President may offer furlough status to qualified faculty members (see "1b" above) in writing. "Furlough Status" shall mean that the faculty member may be reemployed within the home department without a search as provided in "d" below. Should the faculty member not accept furlough status in writing within thirty (30) days of the written offer, the College will have no further employment obligation.

b. A faculty member on furlough will have the privileges of a faculty member on leave without pay.

c. The faculty member will be responsible for providing the Dean of Academic Affairs with a current address and telephone number throughout the period of the furlough.

d. If a position is to be filled within the department from which the faculty member has been furloughed and if the furloughed faculty member is deemed fully qualified by the College to fill the position, the furloughed faculty member may be offered reemployment without the conduct of a search.

e. Should the faculty member not accept the appointment within fifteen (15) days of the date of the written offer being mailed to the current address on file with the Dean of Academic Affairs, the College will have no further employment obligation to the faculty member.

Section C. The provisions of this Agreement shall not limit the manner or frequency with which the President may consult with persons or groups deemed appropriate nor the right to designate an individual to act for the President at any step in this procedure.

Article 12. SALARY

Section A. Employee Retirement. For work performed on and after July 1, 1985, Southern Oregon State College shall continue to pay on behalf of members then participating in the Public Employe Retirement System the statutorily required employe contribution (ORS 237.071), including the amount required under ORS 237.071 if the TIAA-CREF option has been elected. Such payments on behalf of members shall continue for the life of this agreement or until such earlier time as a member may cease to be a participating member of PERS.

The full amount of members' required contributions paid by Southern Oregon State College to PERS on behalf of members shall be considered as "salary" within the meaning of ORS 237.001(8) for the purpose of computing "final average salary" within the meaning of ORS 237.001(17), but shall not be considered "salary" for the purposes of determining the amount of employe contributions required to be

contributed pursuant to ORS 237.071. The contributions paid by the College on behalf of members shall be credited to employe accounts pursuant to ORS 237.071(2), and ORS 237.073, if applicable, and shall be considered to be employe contributions for the purpose of ORS 237.001 to 237.320.

Section B. Individual Salary Base. The salary base for determining the salary increase for faculty members currently employed shall be the faculty member's preceding contract amount less any stipends.

Section C. Across-the-Board Adjustments

1. Across-the-board salary increases as described below will be effective on July 1 for twelve-month appointments and with the commencement of the pay period for appointments of less than twelve months' duration.

   1985-86 - The across-the-board salary adjustment for faculty members performing satisfactory work shall be five percent (5%) for the 1985-86 year.

   1986-87 - The across-the-board salary adjustment for faculty members performing satisfactory work shall be three percent (3%) for the 1986-87 year.

2. The across-the-board salary adjustment for faculty members performing satisfactory work shall be two percent (2%) effective May 1, 1987, regardless of the length of appointment.

Section D. Merit. A merit pool of approximately $45,000 effective July 1, 1985, of $90,565 effective July 1, 1986 and of $11,445 effective May 1, 1987 shall be distributed as provided in Article 12 to compensate outstanding faculty performance. If the merit pool dollars cannot be allocated for merit, the remainder of the dollars will be distributed between ranks.

Section E. Adjustments Within and Between Ranks. A pool of funds equal to approximately $67,199 shall be made available July 1, 1985 to establish equity within ranks for all members. This pool of funds includes market adjustments to the salary base of faculty in academic disciplines where salaries have been significantly impacted by other public campuses, private businesses and governmental agencies making competitive recruiting and/or faculty retention difficult. The market adjustment portion is limited to faculty within the academic disciplines of business and computer science.

An additional pool of funds of approximately $43,400 shall be made available July 1, 1985 and a pool of funds of approximately $77,527 on July 1, 1986 to establish a relationship between the professorial ranks more reflective of the salary rates paid within institutions comparable to SOSC. Faculty members who are above the rank salary rate of comparable institutions will not receive rank salary adjustments. For the 1985-86 year, base salary adjustments for full professors shall be $400 and associate professors $200. For the 1986-87 year, base salary adjustments for full professors shall be $700 and associate professors $350.

Section F. The College will increase its current contribution up to $137.80 per month toward the premium of any health insurance plan offered by the State

Employee Benefits Board in which members enroll, including coverage for dependents. The increase will be effective on the first of the month following the execution of this Agreement. The College will increase the 1985-86 contribution premium the same amount as other similar state employee under SEBB for the second year of the agreement.

Section G. The College will increase its current contribution up to $10.62 per month toward the premium of any dental insurance plan offered by the State Employee Benefits Board in which members enroll. The increase will be effective on the first of the month following the execution of this Agreement. The College will increase the 1985-86 contribution premium the same amount as other similar state employee under SEBB for the second year of the agreement.

Members on leave without pay shall be allowed to continue all insurance plans, in which they have subscribed through the College, for the maximum length of time permitted by each policy by paying the premiums in the manner directed by the College. If any of such policies permit less than one year of coverage while on leave without pay, the College will seek to increase the maximum time to one year when such policy is renewed or reissued.

Section H. Members who continue their employment during the term of this Agreement shall be eligible for the salary and fringe benefits in this contract without differentiation on the basis of the type of appointment held. No provision of this contract shall be construed to prevent differential salary improvements (equity or merit pay) nor to guarantee salary improvement to any member whose performance has been found to be less than full satisfactory.

Article 13. Differential Salary Improvements

Section A. Purposes. Differential salary improvements may be allocated:

1. To establish appropriate salary levels for individual members or for classes of members (hereafter, "equity pay"), or

2. To recognize meritorious service (hereafter, "merit pay").

Section B. Equity Pay. Equity pay may be of two types: equity pay for individual members and equity pay for a class of members.

1. Equity pay for Individual Members. The College will review the salaries of all members in relation to training, rank, experience and performance--both in terms of quantity and quality--to assure that members are being remunerated equitably. Should a salary be found abnormally low, equity pay will be granted at the July 1, 1985 adjustment to establish a normal rate. In no case may equity pay for an individual member be used to negate the effects of merit pay or disciplinary action unless the causes for such disciplinary action have been remedied. Quality of service is recognized as a legitimate influence on salary rate.

2. Equity Pay for a Class of Members. Equity pay will be granted to members in the associate and full professor ranks to establish a normal relationship between the professorial ranks: $200 to associate professors and $400 to full professors at July 1, 1985; and $350 to associates and $700 to full professors at July 1, 1986.

3. The College will provide the Association with a detailed report on equity salary adjustments within 45 days of implementation.

Section C. Merit Pay. Merit pay may be of two types: one-time-only payments to the member for meritorious service during a calendar year and permanent adjustments to the base salary of the member for meritorious service over a period of not less than five (5) years. No more than thirty percent (30%) of the faculty may receive one-time-only merit pay in a given year; no more than fifty percent (50%) of the faculty may receive either form of merit pay in a given year; and no member may receive both types of merit pay in a single year. For the purpose of merit pay, the library staff shall be considered a "school" and the School of Computer Information Systems shall be considered a "department" within the School of Business.

Merit pay during 1985-1987 will be allocated as provided within this agreement; merit pay is allocated only after a cost-of-living salary improvement has been funded at a level equal to the increase in the Portland CPI since the last salary adjustment.

1. General Provisions.

   a. Criteria. All faculty will be considered for merit pay increases on the basis of the completed Report of Professional Activities prepared annually for the Dean of Academic Affairs and in agreement with the criteria utilized in the Colleague Evaluations. To qualify for one-time-only merit payment, a faculty member must have an average rating on the student evaluations throughout the year being assessed of not less than "outstanding"; to qualify for permanent merit payment, a faculty member must have student evaluations of not less than "outstanding" for five of the immediately preceding seven years and must have a current colleague evaluation (not more than five years old). Library staff shall present evidence of an equivalent level of professional performance in substitution for student evaluations; library staff who teach courses must submit the official departmental summary of student evaluations for the appropriate period.

   b. Composition of Merit Committee.

      (1) The School Merit Committee shall have at least three (3) members including all the department chairs in the school and other school faculty as needed to represent nondepartmentalized teaching areas. The school director shall facilitate the first meeting but may not serve on the committee; the committee members elect the chair.

      (2) The Campus Merit Committee shall consist of the school directors and the Dean of Academic Affairs, who chairs the committee.

   c. Procedure. Awards will be determined by School Merit Committees who, first, determine the faculty to be granted permanent merit adjustments and then the faculty to be granted one-time-only merit adjustments.

      (1) The merit committees will meet in early February to evaluate the materials submitted:

(a) for permanent merit payments--current collegial evaluations, available summaries of actions taken previously on one-time-only payments and, at the option of the faculty member, the reports of professional activities submitted during the past seven (7) years;

(b) for one-time-only merit payments--the reports of professional activity prepared annually for the Dean of Academic Affairs.

(2) The School Merit Committees evaluate supporting materials from within the school except those for members of the committee; the Campus Merit Committee evaluates supporting materials for members of the School Merit Committees.

(a) On the basis of the supporting materials, each committee member rates each eligible faculty member for a permanent merit payment on a scale of zero to nine, with nine being the highest level of merit. The chair will average the ratings for each faculty member, summarizing the average ratings. The committee shall then allocate the available merit payments beginning with the faculty who have the highest averages and moving down the list until the funds are exhausted. Each permanent merit payment shall be five percent (5%) of the faculty member's base salary.

(b) The committee then rates all faculty eligible for one-time-only payments and the chair prepares the summary as above. The committee shall then allocate the available payments beginning with the faculty who have the highest averages and moving down the list until the funds are exhausted. Faculty with an average rating of seven to nine will be allocated $1,500; with four to six, $1,000; with one to three, $500.

(3) The committee may not recommend:

(a) the allocation of one-time-only merit pay to more than thirty percent (30%) of the faculty within a school nor the allocation of either type of merit pay to more than fifty percent (50%) of the faculty within the school;

(b) an allocation of permanent or one-time-only merit payments in a total amount greater than the funds available to the school;

(c) payments in amounts other than those specified above;

(d) permanent payments for an individual faculty member more frequently than once every five (5) years; or

(e) two types of merit pay to any faculty member in one review.

(4) The recommended payments shall be added to the summary listing the averages and shall then be signed by all members of the committee. On or before March 1, the signed summary shall be forwarded to the Dean of Academic Affairs, who shall assemble the complete set of signed summaries.

(5) The Campus Merit Committee shall review the assembled, signed summaries to determine that the above procedures have been followed and that merit awards have been given equitably across the College. Should the Campus Merit Committee identify a problem in any of the signed summaries, the Committee shall return the summary to the originating committee along with a statement of the perceived problem. The originating committee shall review the statement and make any modifications deemed appropriate, returning the summary to the Dean of Academic Affairs.

(6) The Dean of Academic Affairs shall then provide each department and school with copies of all the signed summaries. Applicants may appeal the actions of a School Merit Committee to the Campus Merit Committee through the school director, or actions of the Campus Merit Committee to the Dean of Academic Affairs, within thirty (30) days after distribution to the departments and schools.

(7) Following the thirty (30) day appeal period, the summaries will be forwarded to the President for review and action. The Dean of Academic Affairs shall notify faculty of the actions taken. One-time-only payments will be made to the selected faculty members in the following June check paid July 1. One-time-only payments will be made in June of 1986 and 1987; permanent payments will be made in July, 1986 and May, 1987.

2. Establishment of Fund for One-Time-Only Payments. The College shall establish in 1985-1986 a permanent fund sufficient to implement one-time-only merit payments averaging $1,000 each as provided above in recognition of meritorious service during the preceding calendar year (January through December). Funds for payments in a school will be allocated based on the number of FTE faculty in the school reduced by the FTE faculty serving on the School Merit Committee. Funds for payments to members of the School Merit Committees will be allocated based on the number of FTE faculty serving on the committees. Each school will be allocated funds sufficient to grant up to thirty percent (30%) of the faculty within the school one-time-only merit payments averaging $1,000 each except that no school will be prevented from granting at least one payment of up to $1,500 if warranted by the review process.

3. Funding for permanent payments shall be distributed between the schools in a manner parallel to that outlined above for one-time-only payments. Approximately $90,565 shall be available for permanent merit payments on July 1, 1986 and $11,445 on May 1, 1987 (to fund such payments for the remaining weeks of 1986-1987).

Section D. Procedures for Determining "Less Than fully Satisfactory Service."

1. The Colleague Evaluation Procedure. If a colleague evaluation finds that a faculty member's performance has been less than fully satisfactory for the current rank or position, the Department Personnel Committee will note the finding as well as the required corrective action, notifying the Department Chair and scheduling a second evaluation not later than the second year after such a finding. The Department Chair shall communicate the finding to the Dean of Academic Affairs through the School Director. The Dean will

review the finding with the faculty member in the presence of the Department Chair and School Director, permitting the faculty member to present any information or comment. If the Dean finds that the deficiency is serious enough to warrant sanction, he may issue a written reprimand. Should the second evaluation and its subsequent review by the Dean--in the presence of the faculty member, the Department Chair and the School Director--find that the deficiencies have been remedied and that current performance is fully satisfactory, the faculty member will return to the normal pattern of colleague evaluations, except that the Dean shall review the results of the first subsequent evaluation. Should the second evaluation and its subsequent review by the Dean--in the presence of the faculty member, the Department Chair and the School Director--find that the deficiencies have not been remedied, the Dean or a designee shall file charges with the President for cause and recommended appropriate sanctions.

2. The Student Evaluation Procedure. If more than fifty percent (50%) of the student evaluations for a faculty member throughout a given academic year rate the faculty member at less than "competent" or if the average rating in more than one-half of the sections evaluated in a given academic year is less than "competent," the Department Chair shall schedule a colleague evaluation for the faculty member during the next academic year.

3. No provision of this section shall limit the College in implementing other disciplinary action as authorized in the Administrative Rules of the Board of Higher Education in substitution for, or concurrently with, the action herein outlined.

Article 14. Tenure Relinquishment

Section A. Eligibility. A tenured faculty member may apply to the Dean of Academic Affairs through the department chair and school director for relinquishment of tenure, provided that the faculty member will be between the ages of 55 and 62 on the effective date of the agreement.

Section B. Approval. The College reserves the right to approve or disapprove agreements for tenure relinquishment.

Section C. Provisions.

1. The faculty member relinquishes all claims to tenure at a time specified within the agreement--the effective date of the agreement--which time is not more than three years prior to retirement.

2. The faculty member is issued a fixed-term contract for full-time service covering the period between the relinquishment of tenure, which period may not exceed three years.

3. The faculty member retires at the close of the fixed-term contract.

4. The agreement may provide for part-time service as herein delimited up to the academic term in which the faculty member becomes 65 years of age; by mutual agreement with the College any retired faculty member may be employed part-time on a term-by-term contract as herein delimited.

Section D. Definition of Appointments.

1. Full-time service under an agreement for tenure relinquishment. The tenured faculty member may continue in full-time employment for not longer than three years following the effective date of the agreement, except that in no case may full-time employment continue beyond the close of the academic year (for nine-month faculty) or the fiscal year (for twelve-month faculty) in which the faculty member becomes 65 years of age.

2. Part-time service under an agreement for tenured relinquishment. Following retirement under tenure relinquishment, the faculty member may be employed for a maximum of 600 hours per calendar year (.33 FTE if employed only during the months of the academic year).

Section E. Salary Provisions. The salary base of the faculty member will increase six percent (6%) on the effective date of the agreement (a one-time, permanent addition to the base salary). After having entered into an agreement for tenure relinquishment and for the duration of full-time and part-time employment, the faculty member will receive across-the-board salary improvements and will have access to differential salary improvements just as all other faculty. The payment for part-time service will be based on a percentage of the faculty member's adjusted base salary, except by mutual agreement of the College and the faculty member. The adjusted base salary is the faculty member's salary in the year of retirement plus subsequent across-the-board adjustments given to other members of the unit.

Section F. Security. The College agrees not to use the provisions of program reduction or fiscal exigency to eliminate the position during the period of the fixed-term contract.

Article 15. ACADEMIC REGALIA

The parties agree that departments, at the discretion of and with the agreement of the members, may reimburse members for the cost of rental of academic regalia used at the annual College commencement. Reimbursement will be made from the departmental services and supplies budget as funds are available. No other funds may be used for purposes of this Article.

Article 16. NON-DISCRIMINATION

There shall be no discrimination on the part of either the College or the Association because of age, race, color, sex handicap, national origin, or political or religious belief of any employe. The Association supports the policy of Equal Employment Opportunity and Affirmative Action as expressed in Presidential Executive Order #11246, as amended by Presidential Executive Order #11375. The Association agrees to assist the College in the implementation of its Affirmative Action and Equal Employment Opportunity policies.

Article 17. GRIEVANCE PROCEDURE AND ARBITRATION

Section A. Intent.

1. It is the objective of the College and the Association to encourage the fair and equitable resolution of grievances. Upon request, each party to a grievance shall promptly make available to the others all known relevant facts and information.

2. The orderly processes herein set forth are intended to be the sole method used for resolution of grievances, as that term is herein defined. Nothing contained in this Article is intended to preclude the use of the procedures outlined in the Faculty Constitution, its Bylaws, or the Oregon Administrative Rules. However, if a member seeks resolution of a dispute through any agency other than provided in this Article prior to seeking resolution of the dispute through presenting a grievance under this Article or while grievance proceedings are in progress, the College shall have no obligation to entertain nor proceed further with the matter pursuant to the provisions of this Article.

Section B. Definitions.

1. A grievance is a claim that the terms of this Agreement have been violated, misrepresented, or misapplied or that procedural steps in matters of appointment, reappointment, or promotion have not been followed. The term "grievance" shall not include complaints relating to matters of academic judgment. For the purposes of this Agreement, the term "academic judgment" shall mean the judgment of academic authorities, including teaching faculty and administrators, as to (a) the procedures, criteria and information to be used in making determinations as to appointment; reappointment; promotion; three-year extendable contracts; and tenure and (b) whether to recommend or grant appointment; reappointment; promotion; three-year extendable contracts; or tenure to a particular individual on a basis of such procedures, criteria and information. For the purposes of arbitration, the term "grievance" shall not include complaints related to discrimination on the basis of religion, sex, race, color, national origin, age, handicap, or marital status.

2. "College calendar day" shall mean a day when registration, classes, or examinations are scheduled in accordance with the official college calendar.

Section C. Presentation of Grievance.

1. Informal Presentation.

   a. A member or a group of members may present a grievance personally or, upon written request may be represented by the Association. Members are encouraged to attempt to settle grievances informally. If members are unable to settle the grievance during this informal presentation and want to pursue the grievance further they shall inform the Association. The Association may present a grievance and shall be entitled to representation at all informal presentations. All such presentations must be made within twenty (20) college calendar days following the date upon which the members had or could have been reasonably expected to

have had knowledge of the action, event, or commencement of the condition which is the basis of the grievance.

b. The President or his designee, not a member of the bargaining unit, shall render a written decision within twenty (20) college calendar days if so requested by the Association. Such a request must be made by the Association within twenty (20) college calendar days after the last informal presentation.

c. Any settlement, withdrawal, or other disposition of a grievance through the informal presentation shall not be considered a binding precedent in the disposition of subsequent grievances.

2. Formal Grievance Procedure.

a. Filing a Formal Grievance

Formal grievances must be filed by the Association in the President's office within twenty (20) college calendar days after receipt of the President's written decision at the informal grievance level, or within twenty (20) days after the last informal presentation. Formal grievances must be initiated by submitting relevant facts to the President on the grievance form as set forth below. Use of this form in no way precludes the submission of other relevant facts later during the grievance and arbitration process.

Grievance Form

1. Name of employe(s) grieved:
2. Date(s) alleged grievance occurred:
3. Name(s) of administrator(s) involved in violation of Agreement on which grievance is based:
4. Article and Sections of Agreement which were violated (quote specific language):
5. Summary and explanation of grievance:
6. Witnesses:
7. Documents (identify and attach):
8. Remedy requested:

Dated this _____ day of _____, 198__.

Signature(s) of grieved _____

Signature of Association _____

b. Formal Grievance Steps.

Any step(s) of the formal grievance procedure may be waived by mutual consent of the parties.

Step 1. The school director will hear the grievance within twenty (20) college calendar days of its presentation and render a decision in writing to the Association within ten (10) college calendar days of the hearing. If there is no incumbent school director, the Association shall proceed to Step II below.

Step II. If the Association is not satisfied with the decision at Step I, the Association may present the grievance in writing to the Dean of Academic Affairs within ten (10) college calendar days after receiving the decision from the school director. The Dean will hear the grievance within ten (10) college calendar days if the School Director has heard the grievance and twenty (20) calendar days if not and will render a decision in writing to the Association within ten (10) college calendar days of the hearing.

Step III. If the Association is not satisfied with the decision at Step II, the Association may present the grievance in writing to the President of the College within ten (10) college calendar days after receiving the decision from the Dean. The President, or a designee not hearing the grievance at Steps I and II, will hear the grievance within ten (10) college calendar days and will render a decision in writing to the Association within ten (10) college calendar days of the hearing.

Step IV. If the Association is not satisfied with the decision at Step III, the Association may present the grievance in writing to the Chancellor of the Oregon State System of Higher Education with copies to the Executive Vice Chancellor of Administration, Associate Vice Chancellor for Personnel Services and the President within forty-five (45) calendar days after receiving the decision from the President. The Chancellor, or his designee, will render a decision in writing to the Association within forty-five (45 calendar days.

3. General Provisions as to Grievances

a. Failure by the administration to communicate a decision on a grievance at any step short of arbitration within the stated time limits, including any extensions thereof, shall be deemed agreement to grant the remedy sought. Failure by the Association to proceed to the next step within the stated time limits, including any extension thereof, shall be deemed an acceptance of the decision rendered at that step.

b. Neither the College nor the Association shall take reprisals against any member for participating in a grievance procedure.

Section D. Communication. Whenever written grievances, answers, decisions, or appeals are required as herein outlined, they shall be sent by certified mail or delivered to the following in person:

1. The President of the College;

2. The President of the Association.

Section E. Arbitration

1. If the grievance is not resolved at the Chancellor's level, the grievant or the Association may, within thirty (30) college calendar days of the receipt of the written response from the Chancellor's office, submit the issue to arbitration. Any demand for arbitration shall be in writing, shall specify the issue in detail, and shall be sent by certified mail to the Chancellor

and the Employment Relations Board. The arbitrator shall be chosen pursuant to the Voluntary Arbitration Rules then prevailing of the American Arbitration Association or from a list of five (5) arbitrators obtained from the Oregon Employment Relations Board.

2. The arbitration hearing shall be conducted pursuant to the Voluntary Arbitration Rules then prevailing of the American Arbitration Association.

3. The arbitrator's fees and other expenses, including the preparation of a transcript, shall be shared equally by the parties. Expenses of witnesses, if any shall be borne by the party calling the witness.

4. Authority of the Arbitrator

   a. The arbitrator shall neither add to, subtract from, nor modify the terms of this Agreement. The arbitrator shall confine the decision solely to the application and/or interpretation of this Agreement and to whether procedural steps in matters of appointment, reappointment, and promotion have been followed. The arbitrator shall refrain from issuing any statements of opinion or conclusions not necessary to the determination of the issue submitted.

   b. In cases involving the exercise of "academic judgment," the arbitrator shall not substitute personal judgment for that of the official making such judgment, but shall confine the determination to whether procedural steps have been followed. If the arbitrator determines that procedural steps have not been followed where an exercise of "academic judgment" is involved, the arbitrator shall direct that the matter be reconsidered by the appropriate official in accordance with relevant procedural steps.

   c. In any proceeding, the first matter to be decided is the arbitrator's jurisdiction to act, which decision the arbitrator shall announce. Upon concluding that he/she has no such power, the arbitrator shall make no decision or recommendation as to the merits of the grievance. Upon concluding that the issue is arbitrable, the arbitrator shall normally proceed with the hearing at that time. Either party may seek judicial review of the arbitrator's decision as to jurisdiction and have the hearing on the merits of the grievance delayed until such review is completed.

5. Time and Place of Hearing. The arbitrator shall hold the hearing within fifteen (15) college calendar days of acceptance of the selection or as soon thereafter as practicable, and shall issue a decision within thirty (30) college calendar days of the hearing unless additional time is agreed to by both the parties.

6. An arbitrator's award may or may not be retroactive as the equities of each case may demand, but in no case shall an award be retroactive to a date earlier than forty (40) calendar days before the date the grievance was initially filed in accordance with this Article or the date on which the act or omission occurred, whichever is later.

7. The award of the arbitrator shall be final and binding upon "OSHHE," the Association and the Grievant(s) involved to the extent permitted by and in accordance with applicable law and this Article.

Article 18. FACULTY-ADMINISTRATION RELATIONSHIPS

In the future, no nonmember of the bargaining unit will be given rank in an academic discipline, promotion in rank in an academic discipline or tenure in a department without the affirmative written recommendation of the department acting in accordance with established departmental criteria and procedure. Nothing in this section shall be construed to change the current status of present nonmembers nor shall it prohibit designation of rank or award of indefinite tenure without departmental designations.

Article 19. WORKING CONDITIONS

The College will give high priority to providing additional clerical positions in the teaching units. Within budget constraints, strong emphasis will be placed on upgrading those schools which currently have low clerical staff as measured by the clerical FTE and the ratio of faculty to clerical. The College will provide a report on these conditions on November 15, 1986.

The College agrees to provide courtesy identification cards to the spouse of any member making an appropriate request to the Business Office.

Article 20. NOTICES AND COMMUNICATION

Customary or required notices or communications, unless otherwise provided herein, shall be sent as follows:

FOR THE ASSOCIATION:

President
Association of Professors
Southern Oregon State College
Ashland, Oregon 97520

FOR THE COLLEGE:

President
Southern Oregon State College
1250 Siskiyou Blvd.
Ashland, Oregon 97520

and

Chancellor
Oregon State Department of Higher Education
Post Office Box 3175
Eugene, Oregon 97403

FOR THE STUDENTS:

President, ASSOSC
SH 321
Southern Oregon State College
Ashland, Oregon 97520

Institution Information. Upon written request to the Dean of Academic Affairs signed by the President of the Association, or a designee, the College will provide to the Association a copy of official published records, files, studies and other papers which are public records, but excluding working papers and other material exempted by state law or presently exempted by the Administrative Rules of the State Board of Higher Education. Copies will ordinarily be furnished without charge, but the College reserves the right to make charges reasonably calculated to recover its file search and reproducting costs.

The College will also provide to the Association, in advance of meetings of the State Board of Higher Education or its standing committees, agenda which contain any propose changes to its Administrative Rules.

Article 21. TOTALITY OF AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, the Association and the College had the unlimited right and opportunity to present demands and proposals with respect to any and all matters lawfully subject to collective bargaining, and that all of the understandings and agreements arrived at thereby are set forth in this Agreement between the parties for its duration. The parties further assert that all obligations and benefits contained in this contract are the result of voluntary agreement.

Therefore, the Association and the College, during the term of this Agreement, voluntarily and unqualifiedly waive the right, and agree that the other shall not be obligated, to bargain collectively on any subject or matter, whether or not covered by this Agreement even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement.

The differences between the parties concerning the meaning, interpretation or application of this Agreement, where no formal grievance has been filed, shall be referred to the Contract Oversight Committee. The Contract Oversight Committee will consist of two representatives of the "OSSHE", appointed by the Chancellor, and two representatives of the Association, appointed by the President of the Association. If the Contract Oversight Committee is unable to resolve the dispute within twenty (20) college calendar days, both parties agree to include such unresolved items on the agenda list for subsequent contract negotiations.

The provisions of this Agreement shall supersede and conflicting College policy.

Nothing herein shall, however, preclude the parties from mutually agreeing to alter, amend, supplement, delete, enlarge, or modify any of the provisions of this Agreement in writing.

Article 22. SEPARABILITY

Notwithstanding the provisions of ORS 243.702, Section 1, it is the expressed intent of the parties that in the event any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or through government regulation or decree, such decision shall not invalidate the entire Agreement. All other provisions not declared invalid or not incompatible therewith shall remain in full force and effect.

Article 23. NEGOTIATION OF SUCCESSOR AGREEMENT

For the purposes of negotiating a successor Agreement, AFSCME will send written notice to the College by November 30, 1986, specifying those subjects or sections of this Agreement it proposes to reopen. The College shall send written notice to the AFSCME by December 16, 1986, specifying those subjects or sections of this Agreement it proposes to reopen. Those sections of this Agreement no reopened by said notices or by subsequent mutual agreement shall automatically become part of any successor Agreement. Negotiation of the successor Agreement shall begin no later than January 1, 1987, or such date thereafter as may be mutually agreed upon by the parties.

Article 24. COPIES OF AGREEMENT

Copies of Agreement. Within thirty (30) days of the signing of this Agreement, the College will send a copy of the Agreement to each member, send twenty-five (25) additional copies to the President of the Association, send five (5) copies to the President of AFSCME, and provide a copy to each new member upon hiring. The cost of the printing of the Agreement shall be shared equally by both parties of the Agreement.

Article 25. TERM OF AGREEMENT

This Agreement shall be in full force and effect from the date of ratification by both parties to and including June 30, 1987.

FOR THE COLLEGE:

Natale A. Sicuro, President

Joe Sicotte
Chief Negotiator

Ernest H. Ettlich

Ronald B. Rolstad

FOR THE ASSOCIATION:

Jayne Dean, President

Carol McNair
Chief Negotiator

Jonathan Lange

Frank Lang

Ronald Lamb

Priscilla Hunter

The State of Oregon, Acting By and
through the State Board of Higher Education
on behalf of Southern Oregon State College

W. T. Lenman
Executive Vice Chancellor

11-27-85
Date

MEMORANDUM OF AGREEMENT

Southern Oregon State College
and
Association of Professors at Southern Oregon State College

We, hereby, amend Article 13 of the 1985-1987 agreement in order to improve the administration of the merit system during the second year of the agreement and Article 12, Section D to make permanent merit awards determined during the winter and spring of 1987 effective with the beginning of the new contract year. Specifically, we agree

1. To modify the final sentence of the introductory paragraph within Section C to read:

   For the purpose of merit pay, the library staff shall be considered a "school." In this manner, all schools and the library shall be considered separate units during the merit review process.

2. To modify Section C, Paragraph 1a to read:

   Criteria. All faculty who are performing fully satisfactory service will be reviewed for merit pay increases, which review shall include:

   (1) teaching,
   (2) scholarship/creative activity and
   (3) service.

   The review shall be based upon the completed Reports of Professional Activities prepared annually for the Dean of Academic Affairs; student evaluations throughout the period being reviewed, and, in the case of permanent merit payments, a current colleague evaluation (not more than five years following the term in which it was signed). Other materials may be requested as are deemed appropriate by the merit committees. For the evaluation of the three general areas, each school merit committee or approved alternative decision body within the school (see Section 1c below) shall develop criteria which reflect the special requirements of the disciplines within the school and shall submit such criteria for approval to the Campus Merit Committee which shall review them for equity across the various schools.

3. To amend Section C, Paragraph 1c by substituting the following causing the section to read:

   c. Procedure. Recommendations for awards will be initiated by the School Merit Committees who, first, recommend

those faculty to be granted permanent merit adjustments and then the faculty to be granted one-time-only merit adjustments. With the concurrence of the school director, a school may propose an alternate means of developing the initial recommendations for merit awards; the Dean of Academic Affairs shall review all such proposals and shall approve or deny such proposals on or before January 15, announcing the decision to the faculty of the school and APSOSC.

(1) The merit committees will meet in early February to evaluate the materials; in those schools with approved alternate procedures the review will also begin in early February.

(2) The school merit committees evaluate materials for all eligible faculty within the school except those serving on the school merit committee who will be evaluated by the Campus Merit Committee; following the evaluation by the school merit committees or the approved alternate procedure:

   (a) the available permanent merit payments will be recommended for faculty and a summary prepared listing the faculty in rank order with each permanent merit award being five percent (5%) of the faculty member's base salary;
   (b) the available one-time-only merit payments will then be recommended for faculty and a summary prepared listing the faculty in rank order with each one-time-only payment being $1,500 or $1,000 or $500.

(3) The school may not recommend:

   (a) the allocation of one-time-only merit payments to more than thirty percent (30%) of the faculty within a school nor the allocation of either type of merit pay to more than fifty percent (50%) of the faculty within the school;
   (b) the allocation of permanent and/or one-time-only merit payments in a total amount greater than the funds available to the school;
   (c) payments in amounts other than those specified above;
   (d) permanent payments to an individual faculty member more frequently than once every five (5)

years; or

(e) two types of merit payment to any faculty member in one review.

(4) The summary of payments to faculty in rank order will be signed by those faculty making the recommendation--in most cases, the members of the school merit committee--and, by March 1, will be forwarded through the school director to the Dean of Academic Affairs who shall assemble the complete set of signed summaries.

(5) The Campus Merit Committee shall review the assembled, signed summaries to determine that the above procedures have been followed and that merit awards have been given equitably across the College. Should the Campus Merit Committee identify a problem in any of the signed summaries, the Committee shall return the summary to the originating group--most often, the School Merit Committee--along with a statement of the perceived problem. The originating committee shall review the statement and make any modifications deemed appropriate, returning the summary to the Dean of Academic Affairs.

(6) The Dean of Academic Affairs shall forward the summaries to the President for review and action. The Dean of Academic Affairs will then notify faculty of the actions taken by the President. One-time-only payments will be made in the June check following the review; permanent merit payments will become a part of the base salary effective with the start of the next fiscal or academic year. Summaries of the actions listing the faculty receiving the payments shall be distributed to each department and school.

(7) The normal avenues of appeal or grievance will be available to a member.

4. To modify Article 12, Section D to read:
Section D. Merit. A merit pool of approximately $45,000 effective July 1, 1985 for one-time-only merit payments and of $90,565 effective July 1, 1986 for permanent merit payments shall be distributed as provided in Article 12 to compensate outstanding faculty performance. If the merit pool dollars cannot be allocated for merit, the remainder of the dollars will be distributed between ranks.

AND

Article 13, Section C3 to read:

3. Funding for permanent payments shall be distributed between the schools in a manner parallel to that outlined above for one-time-only payments. Approximately $90,565 shall be available for permanent merit payments on July 1, 1986.

FOR THE COLLEGE:

Ernest E. Ettlich
Dean of Academic Affairs

FOR THE ASSOCIATION:

James Dean
President

9/14/86
Date